principal case seems just. It is in line with earlier New Jersey cases which take the view that the term "lowest" means simply lowest in figures. *Faist* v. *Mayor of Hoboken,* 72 N. J. L. 361, 60 Atl. 1120. But in *Cleveland etc. Co.* v. *Commissioners,* 55 Barb. 288, the court, taking occasion to construe a statute which declared that contracts should be given to the lowest bidder, said: "It cannot be held that these words should be construed literally. * * * In determining whether a bid is the lowest among several others the quality and utility of the thing offered—in other words, its adaptability for the purpose for which it is required—must be first considered." Where the standard of materials is unavoidably elastic, with the result that two kinds of material both conforming to the standard are offered, it has been held that the contract may be awarded to a person not the lowest bidder, if the officer awarding the contract in good faith deems the material offered by that person better adapted to the work than that offered by a lower bidder. *Louchheim* v. *Philadelphia,* 15 Pa. Dist. 311. Again, it has been held that even under such a statutory provision the municipality is not compelled to award the contract to the lowest bidder. While it cannot give it to any other person, it may, if acting in good faith, refuse to award it to the lowest bidder, reject all the bids and readvertise. *Walsh* v. *Mayor etc. of New York,* 113 N. Y. 142; *Faist et al.* v. *Mayor, etc. of City of Hoboken,* 72 N. J. L. 361, 60 Atl. 1120. The last cited case also stands for the proposition that before the bid of the lowest bidder can be rejected on the charge that he is not responsible, or that other causes exist for the rejection of his bid, he is entitled to a hearing. If the words of the statute are "lowest and best bidder," the authorities uniformly hold that the award may be made to another bidder than the lowest. 28 Cyc. 663.

MUNICIPAL CORPORATIONS—LIABILITY OF MUNICIPALITY IN QUASI-CONTRACT.—Defendant city, having been given power by the legislature to establish and maintain a municipal electric light plant, entered into a contract whereby plaintiff company agreed to, and did, furnish 500 electric light poles, which were accepted by the city and used by it in the construction of the plant. The contract was invalid under the statute, owing to the failure of the council to advertise for bids. Plaintiff brought suit for the reasonable market value of the poles. *Held,* that even though the statutory requirements as to the making of a contract have not been carried out, if the city authorities are vested with the general authority to do the act for the performance of which the materials are supplied, the city is liable for the reasonable value of the property. *Nebraska Telephone Co.* v. *City of Red Cloud* (Neb. 1913) 142 N. W. 534.

The cases on the quasi-contractual liability of municipal corporations are many and seem irreconcilable. As an example of the view contrary to that of the principal case, see *McSpedon* v. *City of New York,* 20 How. Prac. 395; *La France Fire Engine Co.* v. *Syracuse,* 68 N. Y. S. 894. It is well settled, however, that no quasi-contractual liability can attach, if the municipality did not have power to make an express contract of the same general effect as the implied contract sought to be enforced. *Burril* v. *Boston,* 2

Cliff. (U. S.) 590, Fed. Cas. 2, 198; *Citizen's Bank* v. *Spencer,* 126 Iowa 101, 101 N. W. 643; *Cheeney* v. *Inhabitants of Brookfield,* 60 Mo. 53. Where general power exists to contract with reference to the subject-matter of an express contract invalid for some irregularity of its execution, but where the form and method of contracting does not violate any statutory restriction upon the power to contract, the municipality is liable for the benefits received under the invalid contract. Where, however, the statute or the charter subjects the municipality to "restrictions as to the form and method of contracting that are limitations upon the power itself, the corporation cannot be held liable by either an express or an implied contract in defiance of such restrictions." 3 MCQUILLIN, MUN. CORP., § 1181. In some cases, though, recovery has been allowed on the theory that the municipality is estopped to deny that all of the statutory requirements have not been met. *Moore* v. *Mayor of New York,* 73 N. Y. 238; *Chicago* v. *Pittsburg, etc. R. Co.,* 244 Ill. 220. For an exhaustive analysis of the cases on this general subject of the quasi-contractual liability of the municipality, see 9 MICH. L. REV. 671. As to liability for services performed under void contracts, see 17 HARV. L. REV. 343.

PERPETUITIES—FUTURE ESTATES—TIME FOR VESTING.—K made a devise to A for life, after A's death to M for life with power of appointment by will to such persons as M wished, and in default of appointment, to M's children in fee. M left a will by which she gave her property to her husband, W, for life with remainder in trust for her children until they became 21 years of age, when they were to have the fee. P was M's only child, and having attained the age of 21, contracted to sell to D a lot of the land acquired through M's will. D later refused to accept the land, claiming that P did not acquire good title under M's will because of the rule against perpetuities. *Held,* that P's title was good. Future estates or interests must vest within a life or lives in being at the time of their creation and 21 years and a fraction to cover the period of gestation. To test the validity of the execution of a power, the devise of M must be read as if it were a part of K's will. When thus read, it is as follows: (1) to A for life, (2) to M for life, (3) to W for life, (4) in trust for M's children until they become 21 when they shall have the fee. The estate thus vests within the time prescribed by law. *Levenson* v. *Manly* (Md. 1913) 87 Atl. 261.

It is a well settled rule of law that the time in which an estate must vest is as stated above. It is also as well settled that the general rule is as laid down by GRAY, that in testing the remoteness of an appointment pursuant to a power, the length of time must be reckoned from the creation and not from the exercise of the power. GRAY, PERPETUITIES (2 ed.) § 473. There are exceptions to this, however. In the case of a general power where the donee can appoint whomsoever he wishes either by deed or will, the courts consider that the donee is *dominus* of the property, which is equivalent to owning the fee, and the validity of the exercise depends upon the distance of the interest from the exercise. GRAY, PERPETUITIES (2 ed.) § 524. The difficulty and conflict in the decisions arises when the power is general as to whom the donee may appoint, but the power can only be exercised by will. GRAY says that in